



Commonwealth of Virginia
Virginia Information Technologies Agency

STORAGE MEDIA

Optional Use Contract

Date: July 25, 2006

Contract #: VA-040320-ALMI

Authorized User: State Agencies, Institutions and Other Public Bodies

Contractor: Alliance Micro
44258 Mercure Circle
Suite D
Dulles, VA 20166

FIN: 54-1882550

Contact Person: Chris Jone
(P) 703-421-8300 ext. 120
(F) 703-421-0054
Email: cjones@alliancemicro.com

Contract Price List: See Attachment C

Term: April 30, 2006 – April 29, 2007

Payment: Net 30 days

For Additional Information, Please Contact:

John Tackley
IT Acquisition Manager
Phone: 804-371-5930
E-Mail: john.tackley@vita.virginia.gov
Fax: 804-371-5969

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.asd.virginia.gov>

CONTRACT #VA-040320-ALMI
CONTRACT CHANGE LOG

[illegible]

VITA: Prior review and approval by the Virginia Information Technologies Agency (VITA) is required for purchases in excess of \$100,000.00 for State Agencies and Institutions only.



COMMONWEALTH *of* VIRGINIA

CIO of the Commonwealth
Email: lem.stewart@vita.virginia.gov
Lemuel C. Stewart, Jr.

VIRGINIA INFORMATION TECHNOLOGIES AGENCY
110 S. Seventh Street
Richmond, Virginia 23219
(804) 371-5000

TDD VOICE -TEL. NO.
711

April 26, 2006

VIA EMAIL

TO: Alliance Micro

RE: VA-040320-ALMI

Please consider this correspondence your notification of the Commonwealth's extension of the above referenced contract, in accordance with the Terms of the agreement.

The expiration of the agreement is now extended to April 30, 2007.

Regards,

John Tackley
Supply Chain Management

c: contract file



Supply Chain Management

COMMONWEALTH of VIRGINIA

VIRGINIA INFORMATION TECHNOLOGIES AGENCY
SUPPLY CHAIN MANAGEMENT
110 SOUTH 7TH STREET
RICHMOND, VIRGINIA 23219

VITA STATEWIDE TERM CONTRACT: VA-040320-ALMI

IFRAB 2004-13 Storage Media

COMPANY NAME:	<u>ALLIANCE MICRO</u>	CONTACT:	<u>Chris Jones</u>
ADDRESS:	<u>44258 Mercure Circle</u>	TITLE:	<u>VA State Account Manager</u>
	<u>Suite D</u>	PHONE NO:	<u>703-421-8300 ext. 120</u>
CITY/STATE/ZIP:	<u>Dulles, VA 20166</u>	FAX NO:	<u>703-421-0054</u>
E-MAIL ADDRESS:	<u>cjones@alliancemicro.com</u>	FEIN:	<u>541882550</u>
WEBSITE URL:	<u>http://www2.alliancemicro.com</u>	Date:	<u>4/22/04</u>
Contractor Acceptance of Award as identified herein		(signature):	<u><i>Mike Kelly</i></u>
		(print name):	<u>Mike Kelly</u>

[The following information is for VITA internal use only.]

Authorized Contract Users:	State agencies, Institutions and other public bodies
Contract Term:	Two (2) years, with three optional one (1) year renewals
Delivery:	10 days After Receipt of Order (ARO)
Shipping Costs:	FOB Destination for Standard Order Quantity FOB Origin for less than Standard Order Quantity
Warranty:	Greater of 90 days, or manufacturer's standard warranty No-cost media replacement, including all shipping costs
VITA SCM Contact:	John J. Tackley IT Acquisition Manager Voice: (804) 371-5930 Fax: (804) 371-5969 E-mail Address: john.tackley@vita.virginia.gov <i>[end]</i>

Accepted as to Bid Item numbers:	AMOUNT:	AWARD DATE:
1, 3, 8, 11, 12, 13, 14, 15, 16, 17, 18, 30	Per Individual Order	4/30/2004
Commonwealth's Representative:	BY THE COMMONWEALTH OF VIRGINIA	PAGE:
Lemuel C. Stewart Jr. Chief Information Officer	by: <i>[Signature]</i>	1 - of 35

FAXED
4/22/04



COMMONWEALTH of VIRGINIA

VIRGINIA INFORMATION TECHNOLOGIES AGENCY
SUPPLY CHAIN MANAGEMENT
110 SOUTH 7TH STREET
RICHMOND, VIRGINIA 23219

VITA STATEWIDE TERM CONTRACT: VA-040320-ALMI

IFRAB 2004-13 Storage Media

CONTRACTOR / PARTNER

COMPANY NAME: ALLIANCE MICRO CONTACT: Chris Jones
ADDRESS: 44258 Mercure Circle TITLE: VA State Account Manager
Suite D PHONE NO: 703-421-8300 ext. 120
CITY/STATE/ZIP: Dulles, VA 20166 FAX NO: 703-421-0054
E-MAIL ADDRESS: cjones@alliancemicro.com FEIN: 541882550
WEBSITE URL: http://www2.alliancemicro.com Date: _____

Contractor Acceptance of Award as identified herein (signature): _____

(print name): _____

[The following information is for VITA internal use only.]

Authorized Contract Users: State agencies, Institutions and other public bodies
Contract Term: Two (2) years, with three optional one (1) year renewals
Delivery: 10 days After Receipt of Order (ARO)
Shipping Costs: FOB Destination for Standard Order Quantity
FOB Origin for less than Standard Order Quantity
Warranty: Greater of 90 days, or manufacturer's standard warranty
No-cost media replacement, including all shipping costs
VITA SCM Contact: John J. Tackley
IT Acquisition Manager
Voice: (804) 371-5930
Fax: (804) 371-5969
E-mail Address: john.tackley@vita.virginia.gov

[end]

AWARD

Accepted as to Bid Item numbers:	AMOUNT:	AWARD DATE:
1, 3, 8, 11, 12, 13, 14, 15, 16, 17, 18, 30	Per Individual Order	
Commonwealth's Representative:	for the COMMONWEALTH of VIRGINIA	PAGE:
Lemuel C. Stewart Jr. Chief Information Officer	by: _____	1 -of- 35

The following terms and conditions are hereby amended.

I. **Reference:** IFRAB 2004-13 Storage Media, Section VI, herein entitled Mandatory Contractual Terms and Conditions, page 4, paragraph entitled Scope of Agreement; the following replaces in its entirety, the above referenced paragraph;

“This is an agreement (the “Agreement”) between the Commonwealth of Virginia (“Commonwealth”, “State”, or “VITA” (Virginia Information Technologies Agency)) and Alliance Micro (the “Contractor”) having its principal place of business at 44258 Mercure Circle, Suite D, Dulles VA 20166, for the purchase of Storage Media (the “Product” or “Products”) as identified herein. This Agreement establishes a Master Contract for use by State Agencies, Institutions of Higher Education, and other public bodies as defined in §2.2-4301 of the Virginia Public Procurement Act (VPPA), and hereinafter referred to as “Authorized Users.”

II. **Reference:** IFRAB 2004-13 Storage Media, Section VI, herein entitled Mandatory Contractual Terms and Conditions, page 16, numbered paragraph 30, entitled Interpretation of Agreement; the following replaces in its entirety, the above referenced paragraph;

“Headings are for reference purposes only and shall not be considered in construing this Agreement.

The documents comprising this Agreement, and their order of precedence in case of conflict are: (1) this document’s pages 1 through 20, (2) Attachment A, entitled ADHERENCE TO TERMS AND CONDITIONS, (3) Attachment B, entitled CERTIFICATION REGARDING LOBBYING, (4) Attachment C, entitled Pricing, (5) Attachment D, IFRAB 2004-13 Bid Confirmation Report, (6) Attachment E, entitled Index Price Documents, and (7) all future executed Orders referencing this Agreement.”

III. **Reference:** IFRAB 2004-13 Storage Media, Section VI, herein, entitled Mandatory Contractual Terms and Conditions, page 19, numbered paragraph 41, entitled Price Adjustments; the following replaces in its entirety, the above referenced paragraph;

“The online reverse auction determined the price to the Commonwealth for Storage Media at the onset of the contract. Over the life of the contract, Contractor will make price adjustments based on the resulting bids’ variance to the following indexes: SONY Media MSRP Price List, FUJIFILM Computer Products Division Dealer Pricing and Maxell Data Storage Group Price List, included in Attachment E, entitled Index Price Documents.

The percentage Variance to Index reported in Attachment D, IFRAB 2004-13 Bid Confirmation Report will be maintained throughout the life of the contract for each individual product awarded, as indicated on page 1 in the box labeled “Accepted as to Bid Item numbers”. Price adjustments will be made at the beginning of each calendar quarter, beginning with the first calendar quarter following execution of the contract. On the first business day of the first month of each calendar quarter, (1/1, 4/1, 6/1, 9/1) the Contractor will submit to VITA the above referenced indexes in effect at the time, along with a summary report which indicates the price for the subsequent calendar quarter, based on the most recent index price and the Fixed Contract Discount. This report will include the printed electronic Spreadsheet shown herein as

Attachment C – Pricing, and shall include additional tables for each quarter’s update. The following column headings, at a minimum shall be provided in each subsequent table:

- Date/Effective Calendar Quarter
 - Bid Item #
 - Manufacturer
 - Manufacturer Product #
 - New Contract Price (for forthcoming calendar quarter)
 - Standard Order Quantity
 - Contract Index Title
 - Previous Quarter’s Index Price
 - Updated Index Date
 - Fixed Contract Discount”
-
-

Contract VA-040320-ALMI

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VI. MANDATORY CONTRACTUAL TERMS AND CONDITIONS

SCOPE OF AGREEMENT

This is an agreement (the "Agreement") between the Commonwealth of Virginia ("Commonwealth") and _____ (the "Contractor") having its principal place of business at _____ for the purchase of Storage Media (the "Product" or "Products") pursuant to the Commonwealth's Invitation for Qualification #2004-13 and subsequent Reverse Auction dated _____ and the Contractor's IFQ Response, dated _____, 2003 and bids in response to the auction and included in the Bid Confirmation Report dated _____, 2004. This Agreement establishes a Master Contract for the use by state agencies, institutions of higher education, and other public bodies as defined in §2.2-4301 of the Virginia Public Procurement Act (VPPA), and hereinafter referred to as "Authorized Users".

1. APPLICABLE LAWS AND COURTS

Any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

2. ANTI-DISCRIMINATION

Contractor, during the term of the Contract, will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous

places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. ETHICS IN PUBLIC CONTRACTING

Contractor certifies that its proposal and any performance hereunder are made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, subcontractor or Authorized User in connection with their proposal or the performance of this Contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

4. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

5. DEBARMENT STATUS

By submitting its proposals, Contractor certifies that it is not currently debarred by the Commonwealth from submitting bids or proposals on Contracts for the type of goods covered by this solicitation, nor is Contractor an agent of any person or entity that is currently so debarred.

6. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth, relating to the particular goods purchased or acquired by the Commonwealth under said Contract.

7. PAYMENT

A. To Prime Contractor:

- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 3) All goods provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
- 4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 5) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).
- 6) **Payment Options:** Authorized Users pay by check, electronic funds transfer, or with the Commonwealth's authorized procurement (charge) card. Contractor(s) shall accept the Commonwealth's card for single purchases under the per transaction limit for the respective Agencies/Institution of Higher Education.

B. To Subcontractors:

- 1) A Contractor awarded a Contract under this solicitation is hereby obligated:
 - (a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
 - (b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

- (c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

8. ASSIGNMENT OF CONTRACT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Contract shall not be assignable, in whole or in part, to any other party without the Virginia Information Technologies Agency's (VITA's) written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be as follows. The Contractor shall give the VITA purchasing office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on VITA's "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager VITA. Upon VITA's acknowledgment of receipt of the properly executed form, the Assignee shall notify Contracts Management, VITA of the assignment and shall supply Contracts Management, with a copy of the properly executed form. Any payments made prior to receipt of such notification and form shall not be covered by this assignment.

In the event VITA receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Contract, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after VITA's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. VITA shall promptly notify the Contractor of any assignment notice it receives.

9. MODIFICATIONS TO THE CONTRACT

This contract maybe modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

10. DEFAULT

In case of failure to deliver goods in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold

the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

11. TAXES

Sales to the Commonwealth are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

12. USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in a proposal being eliminated from further consideration. Unless the Offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

13. INSURANCE

By signing and submitting a proposal, the Contractor has certified that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

14. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, VITA will publicly post such notice on its own web site www.asd.virginia.gov and the eVA web site (www.eva.state.va.us) for a minimum of 10 days.

15. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

16. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

17. eVA BUSINESS-TO-GOVERNMENT PROGRAM

A. VENDOR REGISTRATION

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic

Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.
- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.
- c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

B. eVA BUSINESS-TO-GOVERNMENT CONTRACTS

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from <http://learnabouteva.dgs.state.va.us/Supplier/files/TPA110402.pdf>. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange

Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

18. BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product ready for acceptance testing by the specified delivery date; (b) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (C) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products. All costs for return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

19. CONTRACTUAL RECORDS

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of three years after final payment. Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

20. PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's proposal includes any goods to be supplied by another party, the Contractor agrees that the Contractor shall act as prime Contractor for the procurement and delivery of all goods and shall be the sole point of contact with regard to all obligations under this Agreement.

21. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are

involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth.

22. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Virginia Information Technologies Agency, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable

relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

23. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor's liability under this Contract for loss or damages to government property caused by use of any defective or deficient supplies, products, and/or equipment delivered under this Contract shall not exceed two (2) times the amount of money paid to the Contractor under this Contract during the twelve month period preceding the event or circumstance giving rise to such liability, or \$100,000 whichever is greater. The Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

24. NONVISUAL ACCESS TO TECHNOLOGY

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public: and

(iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (I) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of

the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

25. SURCHARGE ADJUSTMENT

The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. The Contractor must remit the SCA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". For the purposes of this Contract, Contractor will consider a sale to be completed when the Contractor receives payment from the Authorized User for the Product. The SCA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the SCA together with a copy of the Contractor's Report of Sales as delineated in the paragraph herein entitled "Contractor's Report of Sales". The SCA reimburses the Commonwealth and defrays the costs for Spend Management procurements and the administration of the subsequent awards. The SCA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates agreement, then the payment shall be made by check as described herein made payable to the Department of General Services.

If the full amount of the SCA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the SCA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including but not limited to temporary reduced pricing, fire sales, one time sales, trade ins, and promotional items that have been marked down under this Contract.

26. PRODUCT CONDITION

All products supplied by Contractor shall be new products.

27. ORDERS

Authorized Users of this Contract may order Products and Software from this Contract by one of the following Order methods:

- A. Purchase Order: An official Purchase Order form issued by an Authorized User.
- B. Delivery Order (DO): A DO issued by the Supply Chain Management, VITA.
- C. eVA: eVA is the Commonwealth's total e-procurement solution. Contractor shall accept any and all orders issued through eVA. The Commonwealth requires contractor(s) to accept orders via the eVA ordering system.
- D. Charge/Credit Card:
 - 1) Any order/payment transaction processed through the Commonwealth's contract with American Express (AMEX). Each order must not exceed \$5,000, or the then current charge card limit. Payment will be made by AMEX to Contractor within three (3) business days.
 - 2) Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

Contractors must also have a local Virginia telephone number, or a toll free (800) number, or agree to accept collect calls. Each Authorized User may place its own orders, which may be accomplished by written purchase order, telephone, fax or computer on-line systems.

This ordering authority is limited to issuing orders for the Products available under this Agreement. Under no circumstances shall any Authorized User of the Commonwealth have the authority to modify this Agreement.

Contractor acknowledges that the forgoing is not limited to preclude the Commonwealth from issuing Orders against subject Contract as it so chooses.

28. CONTRACTOR SPONSORED PRODUCT PROMOTIONS

The Contractor, at its discretion, is allowed to sponsor product promotions during the Contract term or any extensions thereof under the following conditions:

- 1) Contractor is required to provide in writing to VITA, at least 5 days prior to the promotion, the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; the acceptable writing may be e-mail, or correspondence via USPS or other, and
- 2) Contractor is required to identify in writing, the exact products covered in the promotion, and
- 3) Contractor is required to identify in writing, the pricing during the promotion or the percentage discount, and
- 4) All Contractor Sponsored Product Promotions are required to be available to all Authorized Users of the Contract. Should the Contractor request a promotion that would be limiting, either through product configuration or quantities of products, the

- Commonwealth at its discretion, will not provide a written agreement. Both parties agree that promotions shall not target any one Authorized User, or a few Authorized Users, and
- 5) All Contractor sponsored Product Promotions shall be mutually agreed to in writing. The Contractor shall be in breach of the Agreement in the absence of a writing from both parties. The writing may be e-mail or correspondence via USPS or other, and
 - 6) In any instance of conflict between this clause "Contractor Sponsored Promotions" and the Agreement, this clause shall take precedence. And
 - 7) In any event wherein the Contractor proposes prices that are different than the Contract prices to any Authorized User, without first obtaining mutual agreement in the format as identified herein, the Contractor shall be in breach of the Agreement and the Commonwealth shall have all remedies available under Contract and law. And
 - 8) The Commonwealth, at its discretion, may assist in advertising the promotion. This assistance will consist of advertising space on the Commonwealth's various web sites, or other assistance at the Commonwealth's discretion.

29. TERM

This Agreement shall take effect on the date of its final execution by both parties, and shall continue in full force for two (2) years, "initial Term". The Commonwealth at its sole discretion may extend this Agreement for three (3) additional one (1) year periods. The Commonwealth will issue a written notification to the Contractor stating the extension period, 30 days prior to the expiration of any current Term.

30. INTERPRETATION OF AGREEMENT

Headings are for reference purposes only and shall not be considered in construing this Agreement.

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) this document; (2) all executed Orders and Attachments referencing this Agreement; (3) the Contractor's response to Invitation for Qualification ("IFQ") #2004-13 dated _____, 2003; and (4) the Commonwealth's IFQ. The foregoing documents represent the complete and final agreement of the parties with respect to the subject matter of this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

31. DELIVERY DATE

The Contractor shall deliver the Products within ten (10) calendar days ARO. If delivery of all Products is not completed within ten (10) calendar days after receipt of order by the contractor or Contractor has a history of late deliveries beyond the requirement of twenty-one days, the Commonwealth may, at its sole discretion, cancel the Agreement without further obligation and or the Authorized User may cancel the individual Order. The Commonwealth may postpone any

delivery date by notifying the Contractor at least three (3) days prior to the delivery date. However, the delivery date shall not be postponed more than a total of thirty (30) days.

32. DELIVERY AND SHIPPING REQUIREMENTS

All shipments will be F.O.B. Delivered to the specified location, and all pricing will include shipping charges to be borne by the Contractor, except as defined below. Contractor(s) is responsible for filing and expediting all freight claims with the carrier. The Contractor will pay title and risk of loss or damage charges. Emergency/rush delivery requiring special shipping and handling will be at Authorized Users' expense (with prior written approval only). Rush delivery that occurs as a result of the Contractor's error will be free of charge.

Standard Order Quantities are defined in the Bid Confirmation Report. For orders less than the Standard Order Quantity, the Contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment. If a Contractor makes partial shipments that are less than the standard order quantity (e.g. due to supplier stockout), those shipments shall be made F.O.B. Destination with no freight/shipping and/or handling charges.

Shipping: A packing label will be on each box and include the following items, visible on the outside of the box:

- Authorized User
- Address
- Department and floor
- Contact Name
- Telephone number

A packing slip will also be included with each shipment, which will include at least the following information in no particular order:

- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back order items
- Unit Price
- Number of parcels
- Purchase Order Number
- Agency name and department
- F.O.B. (destination)
- All information contained on the packing label

33. PRODUCT AVAILABILITY

There shall be no cancellation of products used without an equal and acceptable replacement approved by the designated Commonwealth of Virginia representative during the term of the agreement. Contractors shall communicate manufacturer's discontinuation of any products to the Commonwealth in writing within five (5) business days. In such instances, Contractors will work with the contract officer(s) to identify and implement alternative options that will maintain

or reduce costs associated with the replacements. Contractors will be prepared to offer detailed quarterly reports if requested by the Commonwealth, displaying removed SKUs off of contract list and suggested replacements. Contractors will offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement part number, description, list price, applicable discount, and final price.

34. POST-ORDER CUSTOMER SERVICE

The Contractor(s) shall provide all of the designated Authorized Users a single, local point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative will be available during Contractor's operating hours. All service representatives will have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, State-wide contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or 800 # preferred).

35. RISK OF LOSS

The Contractor shall have the risk of loss or damage to all equipment until clear and unrestricted title to such equipment is transferred to the Commonwealth.

36. TITLE TO EQUIPMENT

Clear and unrestricted title to all products purchased under this Agreement shall pass to the Commonwealth upon payment of the purchase price.

37. ACCEPTANCE AND COMPLIANCE WITH SPECIFICATIONS

All Products are subject to inspection by Authorized Users, and any that do not meet or exceed the specifications or other requirements of the Contract may be rejected. The Authorized Users shall be given five (5) business days from delivery by the Contractor to evaluate and accept products delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration to the five (5) day period). If the Contractors products fail to meet the Contract specifications or other requirements, including the specifications of the brand name, or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the Contractor. Such rejection will terminate the order and exempt the Authorized User from all costs incurred by the Contractor.

Acceptance shall be effective for the purpose of determining title to that which is delivered and for making payment, however, acceptance by the Authorized User following evaluation during the five (5) day period shall not be conclusive that the products in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the Authorized User after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the products to the Contract specifications and other requirements, including but not limited to modification or replacement

of the same. The Contractor's failure to do so shall constitute breach of Contract for which the State may exercise the remedies provided in the section herein entitled 'Termination and Cancellation' in addition to and not in lieu of any other remedies available under Virginia law.

38. GUARANTEE (WARRANTY)

Contractor will provide warranty services (media replacement and transportation) for a period of not less than 90 calendar days or such greater period as may be provided by OEM's Standard Warranty, whichever is greater, beginning on the date of acceptance, at no cost to the Authorized User. Contractor shall act as sole point-of-contact for all units repaired under warranty. The Contractor shall provide the Commonwealth with designated points-of-contact and make arrangements to enable its warranty representative to receive such notification or other continuous telephone coverage to permit the Commonwealth to make such contact.

The Contractor(s) is to agree to repair and/or immediately replace without charge (including freight both ways) to Authorized Users any product or part thereof that proves to be defective or fails within the warranty period as specified. Cost of shipping includes but is not limited to, costs of packaging, transportation, and insurance for damage or loss.

39. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate the Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this agreement, (a) the Contractor shall fail to deliver the products required by this Contract or (b) the Contractor shall repeatedly fail to respond to requests for warranty services within the time limits set forth in the Contract or (c) the Contractor shall breach any of the other terms set forth within this agreement or (d) the Contractor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the Contractor ten (10) days to cure the failure/nonperformance. If the Contractor fails to answer the cure notice, or does not correct the deficiencies noted, the Commonwealth may immediately terminate the agreement for default.

In such event, the Commonwealth will only be liable for cost incurred to the date of termination.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this agreement.

40. RETURN OF PRODUCT

Any materials delivered in poor condition, in excess of the amount authorized by the requisition form or not included on the requisition form or purchase order may, at the discretion of the Authorized Users, be returned to the Contractor's warehouse at the Contractor's expense within 30 days. Credit for returned goods shall be made immediately once contractor receives returned goods.

41. PRICE ADJUSTMENTS

The online reverse auction determines the price to the Commonwealth for Storage Media at the onset of the contract. Over the life of the contract, Contractor will make price adjustments based on the resulting bids' variance to the following index(es): _____ as defined in the Bid Confirmation Report.

The percentage-variance reported in the Bid Confirmation Report will be maintained, for each individual product, throughout the life of the contract. Price adjustments will be made at the beginning of each calendar quarter, beginning with the first calendar quarter following execution of the contract. On the first business day of the first month of each calendar quarter, the Contractor will submit to VITA a report which indicates the price for the subsequent calendar quarter, based on the most recent index price and the percent-variance submitted after the reverse auction. This report will include the following fields, at a minimum:

- Date
- Effective Calendar Quarter
- Product Manufacturer
- Manufacturer Product #
- Supplier Product #
- Product Description
- Original Bid Price (from auction)
- Original Index Price
- % Variance from Index
- Current (most recent) Index Price
- Current Price (for forthcoming calendar quarter)

42. eVA CATALOG IMPEMENTATION

Contractor shall complete any and all actions necessary to enter either a Contract Catalog or a Punch-Out Catalog into the eVA system within 30 days of contract award. In the event that neither of the above catalog types has been successfully entered into the eVA system by the end of the 30th calendar day after award, VITA reserves the right, but not the obligation, to assist the contractor with catalog creation activities or to directly perform catalog creation activities on behalf of the contractor. The contractor agrees to reimburse VITA Supply Chain Management (SCM) for any and all documented expenses incurred in assisting the contractor with catalog creation activities, or directly performing catalog creation activities. Contractor further agrees to make available, in a timely manner, any and all relevant information SCM may request from contractor.

Contractor's payment(s) for SCM's invoiced expenses must be received by SCM within 10 calendar days of contractor's receipt of documented expenses. SCM's daily expenses shall not exceed \$2000 for any twenty four (24) hour period. SCM shall continue to assist with catalog creation or directly perform catalog creation activities until such time as one of the catalog types has been successfully entered into the eVA system, or until 60 calendar days after contract award. On the 61st day after award of a contract, if one of the catalog types has not been successfully entered into the eVA system, or if any of the required reimbursement payments have not been submitted in a timely manner, the contractor shall be in breach of this Agreement.

ATTACHMENT "A"
TO
IFRAB 2004-13***ADHERENCE TO TERMS AND CONDITIONS***

The undersigned certifies that the Supplier agrees to all Mandatory Terms and Conditions, Section VI, as defined in IFRAB #2004-13 for Storage Media. If Supplier is awarded a contract as a result of a reverse auction conducted in conjunction with IFRAB 2004-13, any resulting contract will be subject to the Mandatory Terms and Conditions indicated in IFRAB #2004-13, in Section VI. In addition, the undersigned certifies that the Supplier understands and agrees to all statements contained in Section III – Reverse Auction Process Overview, Reverse Auction Process Detail, Reverse Auction Bidding Rules, and Reverse Auction Structure and Section I - Introduction.

Signature:



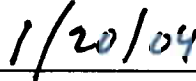
Printed Name:



Supplier Name:



Date:



ATTACHMENT "B"
TO
IFRAB 2004-13***CERTIFICATION REGARDING LOBBYING***

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Mike Kelly

Printed Name:

Mike Kelly

Organization:

Alliance Micaso

Date:

1/20/04

	A	B	C	D	E	F	G	H	I	J
1	Attachment C - Pricing									
2	Contract VA-040320-ALMI									
3	Alliance Micro Bid Confirmation Report 2/5/2004									
4	Item #	Manufacturer	Manufacturer Product #	Final Price (\$/UOM)	Standard Order Quantity	Index Title	INDEX PRICE 1/20/04	Initial Index Date	Index Price	CALCULATED CONTRACT DISCOUNT
5	1	MAXELL	183570	\$ 33.95	20	TD LIST	\$ 75.47	2/6/2004	\$ 75.47	55.02%
6	3	SONY	DL4TK88	\$ 23.50	20	SONY LIST PRICE	\$ 99.00	1/1/2004	\$ 99.00	76.26%
7	8	MAXELL	183770	\$ 26.58	20	TD LIST	\$ 64.44	2/6/2004	\$ 64.44	58.75%
8	11	SONY	SX2-50C	\$ 43.00	10	SONY LIST PRICE	\$ 79.95	1/1/2004	\$ 79.95	46.22%
9	12	SONY	SDX3-100C	\$ 46.50	10	SONY LIST PRICE	\$ 84.95	1/1/2004	\$ 84.95	45.26%
10	13	SONY	QGD-170ME	\$ 38.45	10	SONY LIST PRICE	\$ 79.95	1/1/2004	\$ 79.95	51.91%
11	14	SONY	QGD225ME	\$ 68.25	10	SONY LIST PRICE	\$ 109.95	1/1/2004	\$ 109.95	37.93%
12	15	SONY	QG112MAA	\$ 2.30	10	SONY LIST PRICE	\$ 4.25	1/1/2004	\$ 4.25	45.88%
13	16	FUJI	26047120	\$ 2.95	10	Azerty Price Book	\$ 9.50	2/6/2004	\$ 9.50	68.95%
14	17	FUJI	26047300	\$ 3.40	10	Azerty Price Book	\$ 10.50	2/6/2004	\$ 10.50	67.62%
15	18	FUJI	26047350	\$ 6.95	10	TD LIST	\$ 21.00	2/6/2004	\$ 21.00	66.90%
16	30	MAXELL	186990	\$ 3.05	10	TD LIST	\$ 13.69	2/6/2004	\$ 13.69	77.72%
17	v									
18	Alliance Micro 2/13/2004 (See cell notes, contract p. 24) v									
19	Bid Item #	Manufacturer	Manufacturer Product #	Final Price (\$/UOM)	Standard Order Quantity	Index Title	INDEX PRICE 1/20/04	Initial Index Date	Index Price	CALCULATED CONTRACT DISCOUNT
20	1	MAXELL	183570	\$ 33.95	20	TD LIST	\$ 75.47	2/6/2004	\$ 75.47	55.02%
21	3	SONY	DL4TK88	\$ 23.50	20	SONY LIST PRICE	\$ 99.00	1/1/2004	\$ 78.95	70.23%
22	8	MAXELL	183770	\$ 26.58	20	TD LIST	\$ 64.44	2/6/2004	\$ 64.44	58.75%
23	11	SONY	SX2-50C	\$ 43.00	10	SONY LIST PRICE	\$ 79.95	1/1/2004	\$ 67.95	36.72%
24	12	SONY	SDX3-100C	\$ 46.50	10	SONY LIST PRICE	\$ 84.95	1/1/2004	\$ 84.95	45.26%
25	13	SONY	QGD-170ME	\$ 38.45	10	SONY LIST PRICE	\$ 79.95	1/1/2004	\$ 79.95	51.91%
26	14	SONY	QGD225ME	\$ 68.25	10	SONY LIST PRICE	\$ 109.95	1/1/2004	\$ 109.95	37.93%
27	15	SONY	QG112MAA	\$ 2.30	10	SONY LIST PRICE	\$ 4.25	1/1/2004	\$ 4.25	45.88%
28	16	FUJI	26047120	\$ 2.95	10	Azerty Price Book	\$ 9.50	2/6/2004	\$ 9.50	68.95%
29	17	FUJI	26047300	\$ 3.40	10	Azerty Price Book	\$ 10.50	2/6/2004	\$ 10.50	67.62%
30	18	FUJI	26047350	\$ 6.95	10	TD LIST	\$ 21.00	2/6/2004	\$ 21.00	66.90%
31	30	MAXELL	186990	\$ 3.05	10	TD LIST	\$ 10.56	2/6/2004	\$ 10.56	71.12%
32	v									
33	Award Pricing Updates 3/10/2004 v									
34	Bid Item #	Manufacturer	Manufacturer Product #	AWARDED CONTRACT Price (\$/each)	Standard Order Quantity	Contract Index Title	PREVIOUS INDEX PRICE 1/20/04	Initial Index Date	Updated Index Price	FIXED CONTRACT DISCOUNT
35	1	MAXELL	183570	\$ 33.95	20	Maxell Data Storage Group	\$ 75.47	1/1/2004	\$ 75.47	55.02%
36	3	SONY	DL4TK88	\$ 23.50	20	SONY LIST PRICE	\$ 99.00	1/1/2004	\$ 78.95	70.23%
37	8	MAXELL	183770	\$ 26.58	20	Maxell Data Storage Group	\$ 64.44	1/1/2004	\$ 64.44	58.75%
38	11	SONY	SDX250C	\$ 43.00	10	SONY LIST PRICE	\$ 79.95	1/20/2004	\$ 67.95	36.72%
39	12	SONY	SDX3-100C	\$ 46.50	10	SONY LIST PRICE	\$ 84.95	1/20/2004	\$ 84.95	45.26%
40	13	SONY	QGD-170ME	\$ 38.45	10	SONY LIST PRICE	\$ 79.95	1/20/2004	\$ 79.95	51.91%
41	14	SONY	QGD225ME	\$ 68.25	10	SONY LIST PRICE	\$ 109.95	1/20/2004	\$ 109.95	37.93%
42	15	SONY	QG112MAA	\$ 2.30	10	SONY LIST PRICE	\$ 4.25	1/20/2004	\$ 4.25	45.88%
43	16	FUJI	26047120	\$ 2.95	10	FUJI Dealer	\$ 9.50	1/20/2004	\$ 9.50	68.95%
44	17	FUJI	26047300	\$ 3.40	10	FUJI Dealer	\$ 10.50	1/20/2004	\$ 10.50	67.62%
45	18	FUJI	26047350	\$ 6.95	10	FUJI Dealer	\$ 21.00	1/20/2004	\$ 21.00	66.90%
46	30	MAXELL	186990	\$ 3.05	10	Maxell Data Storage Group	\$ 10.56	1/1/2004	\$ 10.56	71.12%
47	v									
48	Quarterly Pricing Updates 6/1/2004 v									
49	Bid Item #	Manufacturer	Manufacturer Product #	NEW CONTRACT Price (\$/each)	Standard Order Quantity	Contract Index Title	PREVIOUS INDEX PRICE 1/20/04	Initial Index Date	Updated Index Price	FIXED CONTRACT DISCOUNT
50	1	MAXELL	183570	\$ -	20	Maxell Data Storage Group	\$ 75.47	1/1/2004		55.02%
51	3	SONY	DL4TK88	\$ -	20	SONY LIST PRICE	\$ 99.00	1/1/2004		66.88%
52	8	MAXELL	183770	\$ -	20	Maxell Data Storage Group	\$ 64.44	1/1/2004		58.75%
53	11	SONY	SDX250C	\$ -	10	SONY LIST PRICE	\$ 79.95	1/20/2004		36.72%
54	12	SONY	SDX3-100C	\$ -	10	SONY LIST PRICE	\$ 84.95	1/20/2004		45.26%
55	13	SONY	QGD-170ME	\$ -	10	SONY LIST PRICE	\$ 79.95	1/20/2004		51.91%
56	14	SONY	QGD225ME	\$ -	10	SONY LIST PRICE	\$ 109.95	1/20/2004		37.93%
57	15	SONY	QG112MAA	\$ -	10	SONY LIST PRICE	\$ 4.25	1/20/2004		45.88%
58	16	FUJI	26047120	\$ -	10	FUJI Dealer	\$ 9.50	1/20/2004		68.95%
59	17	FUJI	26047300	\$ -	10	FUJI Dealer	\$ 10.50	1/20/2004		67.62%
60	18	FUJI	26047350	\$ -	10	FUJI Dealer	\$ 21.00	1/20/2004		66.90%
61	30	MAXELL	186990	\$ -	10	Maxell Data Storage Group	\$ 10.56	1/1/2004		71.12%

Cell: F20

Comment: John Tackley:
TD LIST changed to Maxell Data Storage Group SRP

Cell: I21

Comment: John Tackley:
Price lowered.

Cell: J21

Comment: John Tackley:
Informality:
discount adjusted to reflect lowered index price

Cell: F22

Comment: John Tackley:
TD LIST changed to Maxell Data Storage Group SRP

Cell: I23

Comment: John Tackley:
Price lowered

Cell: J23

Comment: John Tackley:
Informality:
discount adjusted to reflect lowered index price

Cell: F28

Comment: John Tackley:
Azerty changed to FUJI Dealer

Cell: F29

Comment: John Tackley:
Azerty changed to FUJI Dealer

Cell: F30

Comment: John Tackley:
TD LIST changed to FUJI Dealer

Cell: F31

Comment: John Tackley:
TD LIST changed to Maxell Data Storage Group SRP

Cell: I31

Comment: John Tackley:
price lowered

Cell: J31

Comment: John Tackley:
Informality:
discount adjusted to reflect lowered index price

Cell: C38

Comment: JT: typo changed from SX@-50C

Cell: D50

Comment: John Tackley:
Formula:
New Contract Price = Updated Index Price - (Updated Index Price * Fixed Contract Discount)

Cell: D51

Comment: John Tackley:
Formula:
New Contract Price = Updated Index Price - (Updated Index Price * Fixed Contract Discount)

Cell: D52

Comment: John Tackley:
Formula:
New Contract Price = Updated Index Price - (Updated Index Price * Fixed Contract Discount)

Cell: C53

Comment: JT: typo changed from SX@-50C

Cell: D53

Comment: John Tackley:
Formula:
New Contract Price = Updated Index Price - (Updated Index Price * Fixed Contract Discount)

PRODUCT INFORMATION

Category	Lot #	Item #	Compressed Capacity	Water Capacity	Trunk Width	Mounting Bracket	Capstyle Type	Trunk Length	Manufacturer	Manufacturer Product #	Clear Assignment Brand	UOM	Manufacturer Quantity
3482200	2	25		600 LB	3"	34822		110"	MATTON	45079	IBM MATTON EXACTE BAP	Each	173
08402500	2	26	80 DB	20 DB	3"	0840		274"	MATTON	41320	IBM MATTON EXACTE BAP	Each	N/A
08402500	2	27	240 DB	60 DB	3"	0840			MATTON	41320	IBM MATTON EXACTE BAP	Each	N/A
3482200	2	28	N/A	N/A	3"	34822			IBM	084045	MATTON EXACTE	Each	33
3482200	2	29	N/A	N/A		34822			MATTON	41320	IBM MATTON EXACTE BAP	Each	20
3482200	2	30	N/A	N/A	444	34822			MATTON	41320	IBM MATTON EXACTE BAP	Each	274
3482200	2	31	N/A	N/A	444	34822			MATTON	41320	IBM MATTON EXACTE BAP	Each	68
3482200	2	32	N/A	N/A	444	34822			MATTON	41320	IBM MATTON EXACTE BAP	Each	107

Signature: 
Print Name: C. B. F. Jones

Title: VA ASCT POC
Date: 2/27/14

BID CONFIRMATION REPORT

Manufacturer	Manufacturer Product #	Final Price (\$/UOM)	Standard Order Quantity	Order Type	Order Date	Order Price	Variance to Bidder
MATTON	45079	8	30	TO LIST	2/27/2014	8.48	20%
MATTON	41320	64.37	30	TO LIST	2/27/2014	115.48	44%
MATTON	41320	88.3	30	TO LIST	2/27/2014	141.40	27%
MATTON	45079	64.38	10	TO LIST	2/27/2014	82.42	24%
MATTON	41320	33.20	10	TO LIST	2/27/2014	20.26	47%
MAXELL	160906	3.68	10	TO LIST	2/27/2014	13.48	76%
SONY	8031-CL	24.48	5	TO LIST	2/27/2014	41.28	47%
EXARTE	311208	13.08	3	TO LIST	2/27/2014	20.30	36%

ATTACHMENT D
IFRAB 2004-13 Bid Confirmation Report
Contract VA-040320-ALMI
contract page 26



Media MSRP Price List for Data Media Product

Effective Date December 2003 - February 2004



ATTACHMENT E
Index Price Documents
Contract VA-040320-ALM1
SONY Media MSRP Price List
12/2003 - 2/2004
contract page 28

DATA MEDIA
CONSUMER MEDIA
BIOMETRICS

EFFECTIVE: December 1, 2003
EFFECTIVE: December 1, 2003
EFFECTIVE: December 1, 2003

MODEL	PRODUCT DESCRIPTION	SRP
DATA MEDIA TAPE PRODUCTS		
AIT - Advanced Intelligent Tape		
SDX1-CL	AIT cleaning cartridge	\$34.85
SDX125C//A	AIT1, 8mm data cartridge, 25 GB native, MIC	\$60.95
SDX135C//A	AIT1, 8mm data cartridge, 35 GB native, MIC	\$64.95
SDX250C//A	AIT2, 8mm data cartridge, 50 GB native, MIC	\$67.95
SDX250W//A	AIT2 WORM, 50 GB native	\$73.95
10SDX250CB//A	AIT2 10 pack of SDX250C without cases	\$61.95
100SDX-PPCASE	Empty AIT cases, 100 pack	\$0.35
SDX3100C//A	AIT3, 8mm data cartridge, 100 GB native, MIC	\$70.95
SDX3100W//A	AIT3 WORM, 8mm data cartridge, 100 GB native	\$77.95
10SDX3100B//A	AIT3 10 pack of SDX3100C without cases	\$69.95
DDS		
DG60P//A4	DDS1, 4mm data cartridge, 1.3 GB	\$3.45
DG90P//A4	DDS1, 4mm data cartridge, 2.0 GB	\$3.60
DGD120P//A4	DDS2, 4mm data cartridge, 4.0 GB	\$5.87
DGD125P//A4	DDS3, 4mm data cartridge, 12.0 GB	\$9.95
DGD150P	DDS4, 4mm data cartridge, 20.0 GB	\$18.95
DGD15CL/4	DDS cleaning cartridge	\$17.95
DAT72		
DGDAT72	DAT72, 4mm data cartridge, 36 GB	\$34.95
DTF - Digital Tape Format		
GW90CL	Cleaning Tape for DTF Cartridge.	\$79.95
GW240S	DTF1, 12 GB - Small Cartridge	\$54.99
GW730L	DTF1, 42 GB - Large Cartridge	\$149.99
GW260GS	DTF2, 60GB- Small Cartridge	\$65.99
GW2200GL	DTF2, 200GB- Large Cartridge	\$169.99
GW90LCL	Cleaning Tape for DTF (Large Cartridge)	\$119.95
GW2-340LCL	DTF2 cleaning cartridge, replaces GW90LCL and is only compatible with firmware above version 1.45	\$119.95
DLT (DIGITAL LINEAR FORMAT)		
DL3TK85	DLTIII (TK85), 10 GB	\$79.95
DL3XTTK87	DLTIII XT (TK87), 20 GB	\$86.95
DL3CL	DLT3 cleaning cartridge	\$72.00
DL4TK88/2	Sony produced DLT4, Quantum Authorized	\$78.95
SUPER DLT		
SDLT1-320	SDLT, 160 GB NATIVE	\$124.95
LTO - Linear Tape Open		
LTX100G	Linear Tape Open, 100 GB	\$67.95
LTXCL	LTO CLEANING TAPE	\$119.95
MAMMOTH		
QGD170ME//A	Mammoth D8 8mm Data Cartridge 20GB	\$79.95
QGD225ME	Mammoth 2, 60 Gb native	\$109.95
D8		
QGD160M//A2	D8 8mm Data Cartridge 7/14GB	\$8.50
QG112M//A2	D8 8mm Data Cartridge 2.5/5.0 GB	\$4.25
QGDCL1//A	Mammoth Cleaning Cartridge (12 Cleanings)	\$47.95

Bid Item #

11

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QGD8CL//A	D8 Cleaning Cartridge (18 Cleanings)	\$29.95
100EVPCASE	8mm Case, w/o Cartridge	N/A
QUARTER INCH DATA CARTRIDGE		
QD6150//A4	1/4" D/C 150MB	\$22.95
QD6525//A4	1/4" D/C 525MB	\$24.95
QD9120//A4	1/4" D/C 1.2 GB	\$56.95
QD9250//A4	1/4" D/C 2.5 GB	\$69.95
QD9265N	1/4" D/C 2.65 GB	\$69.95
SLR		
SLR5-8GB//A4	QIC-Large, 4GB	\$66.50
SD1 (DIGITAL DATA TAPE CARTRIDGE)		
SD1600MA	Digital Data Tape ANSI ID-1 Format 40GB	\$105.00
SD11300LA	Digital Data Tape ANSI ID-1 Format 100 GB	\$135.00
DATA MEDIA OPTICAL PRODUCTS		
3.5" MAGNETO OPTICAL DISKS		
EDM128C	3.5" rewritable , 128 MB	\$7.00
EDM128CMF	3.5" rewritable , 128 MB ,Mac formatted	\$7.00
EDM230C	3.5" rewritable , 230 MB	\$10.50
EDM230CMF	3.5" rewritable , 230 MB ,Mac formatted	\$10.50
EDM640C2	3.5" rewritable , 640 MB	\$22.50
EDM540C2	3.5" rewritable , 540 MB	\$22.50
EDMG13C/EJ	3.5" rewritable , 1.3 GB, 2,048 bytes/sector	\$22.95
EDMG23C/EJ	3.5" rewritable , 2.3 GB, 2,048 bytes/sector	\$24.95
5.25" MAGNETO OPTICAL DISKS (Rewritable)		
EDM9100B/2	(14X) Capacity 9.1 GB 4 KB (byte/sector)	\$97.00
EM19100B/2	(14X) Capacity 9.1 GB 1 KB (byte/sector)	\$97.00
EM59100B/2	(14X) Capacity 9.1 GB 512 (byte/sector)	\$97.00
EDM8600B/2	(14X) Capacity 8.6 GB 512 (byte/sector)	\$97.00
EDM4100B/2	(8X) Capacity 4.1 GB 512 (byte/sector)	\$59.60
EDM4800B/2	(8X) Capacity 4.8 GB 1024 (byte/sector)	\$59.60
EDM5200B/2	(8X) Capacity 5.2 GB 2048 (byte/sector)	\$59.60
EDM2600B/2	(4X) capacity 1024 bytes/sector; 2.6 GB	\$34.95
EDM2300B/2	(4X) capacity 512 bytes/sector; 2.3 GB	\$34.95
EDM1300B/2	Double Capacity 1024 Bytes/Sector - 1.3 GB	\$28.80
EDM1200B/2	Double Capacity 512 Bytes/Sector - 1.2 GB	\$28.80
EDM650B/2	Rewritable 1024 Bytes/Sector - 650 MB	\$42.00
EDM600B/2	Rewritable 512 Bytes/Sector - 600 MB	\$42.00
MOA/D51	5.25" MO Disk Cleaning Kit	\$66.00
MOA/D55	Automatic Disk Cleaner for 5.25" MO	\$219.95
5.25" MAGNETO OPTICAL DISKS (Write-once)		
CWO9100B/2	(14X) capacity 9.1GB 512 (byte/sector)	\$97.00
CWO8600B/2	(14X) capacity 8.6GB 512 (byte/sector)	\$97.00
CWO4100B/2	(8X) capacity 4.1GB 512 (byte/sector)	\$59.60
CWO4800B/2	(8X) 4.8GB 1024 (byte/sector)	\$59.60
CWO5200B/2	(8X) capacity 5.2GB 2048 (byte/sector)	\$59.60
CWO2600B/2	(4X) capacity (cc format) 1024 bytes/sector	\$34.95
CWO2300B/2	(4X) capacity (cc format) 512 bytes/sector	\$34.95
CWO1300B/2	Double Capacity 1024 Bytes/Sec, - 1.3 GB	\$28.80
CWO1200B/2	Double Capacity 512 Bytes/Sec, 1.2 GB	\$28.80
CWO650B/2	5.25" W/O Optical ,1024 Bytes,650 MB	\$42.00
CWO600B/2	5.25" W/O Optical , 512 Bytes,600 MB	\$42.00



Dealer Pricing

Effective January 5, 2004

1:28 PM 2/25/2004



COMPUTER PRODUCTS DIVISION

Dealer Pricing

Effective January 5, 2004

Product Description	Product Code	Qty	Unit Price	Manufacturer's List Price	UPC Code 0-74191-
3.5" Floppy Disks					
2HD 50-Pk IBM Color	25130752	9	\$ 2.00	\$ 18.00	77701-3
2HD 10-Pk IBM Color Paper Box	25130714	10	\$ 2.00	\$ 4.00	77710-3
2HD 50-Pk MAC Color	25130709	9	\$ 2.00	\$ 18.00	77700-3
2HD 10-Pk MAC Color	25130717	10	\$ 2.00	\$ 4.00	77710-4
Zip Disks					
100 MB Gray Zip 100 MB IBM 1-Pk	25271001	10	\$ 7.31	\$ 18.00	79101-0
100 MB Gray Zip 100 MB MAC 1-Pk	25272001	10	\$ 7.31	\$ 18.00	79102-0
100 MB Color Zip 100 MB Color Disk Pack	25271125	1	\$ 73.10	\$ 100.00	79101-0
100 MB Color Zip 100 MB Color Disk Pack	25271225	1	\$ 73.10	\$ 100.00	79102-0
100 MB Color Zip 100 MB Color Disk Pack	25271001	10	\$ 2.00	\$ 18.00	79101-1
200 MB Gray Zip 200 MB IBM 1-Pk	25282001	10	\$ 2.00	\$ 18.00	79102-1
200 MB Gray Zip 200 MB MAC 1-Pk	25282001	10	\$ 2.00	\$ 18.00	79102-2
750 MB Gray Zip 750 MB IBM/MAC	25282001	10	\$ 10.00	\$ 22.50	79102-3
CD-R					
CD-R 80 Slim Case 1pk	25301441	200	\$ 0.45	\$ 1.00	79101-4
CD-R 80 50pk Spindle Non-Print	25301476	4	\$ 18.00	\$ 41.00	79102-4
CD-R 80 Color Slim Case 50pk Rainbow	25301100	2	\$ 21.00	\$ 57.00	79102-9
CD-RW					
CD-RW 74-Recordable 1-Pk	25301000	100	\$ 0.75	\$ 1.75	79102-5
DVD					
DVD-RAM 5.2GB Single	25302002	5	\$ 12.00	\$ 20.00	79102-6
DVD-RAM 4.7GB Single	25302007	5	\$ 12.00	\$ 20.00	79102-7
DVD-RAM 8.4GB Single	25302004	3	\$ 19.75	\$ 42.00	79102-8
DVD-R 4.7 GB Single Authoring	25302047	5	\$ 15.00	\$ 31.00	79102-9
DVD-R 4.7 GB Single (General Purpose)	25302040	5	\$ 1.75	\$ 3.00	79103-0
DVD-R 4.7 GB Gen'l 5 pack	25302147	90	\$ 8.50	\$ 1.00	79103-1
DVD-R 4.7GB 25PC SPINDLE	25302025	5	\$ 32.50	\$ 72.00	79103-2
DVD-R 4.7GB 25PC SPINDLE	25302000	4	\$ 62.50	\$ 130.00	79103-3
DVD-R 4.7GB 10PK	25302010	10	\$ 16.50	\$ 36.57	79103-4
DVD-R 50PC SPIND WHITE THERM PRINT	25302101	2	\$ 97.50	\$ 215.00	79103-5
DVD-R 50PC SPIND WHITE THERM HUB PR	25302104	2	\$ 97.50	\$ 215.00	79103-6
DVD-R 50PC SPIND SILVER THERM PRINT	25302105	2	\$ 97.50	\$ 215.00	79103-7
DVD-R 50PC SPIND WHITE INKJET PRINT	25302102	2	\$ 90.00	\$ 200.00	79103-8
DVD-R 50PC SPIND SILVER INKJET PRINT	25302103	2	\$ 90.00	\$ 200.00	79103-9
DVD-R 4.7 GB Gen'l Purpose Single	25302244	5	\$ 1.75	\$ 3.00	79104-0
DVD-R 4.7 GB Gen'l Purpose Spk	25302247	10	\$ 8.50	\$ 15.00	79104-1
DVD-R 25PC SPINDLE	25302000	5	\$ 32.50	\$ 72.00	79104-2
DVD-R 4.7GB 2PC 50PK SPINDLE	25302252	4	\$ 62.50	\$ 130.00	79104-3
DVD-R 4.7GB GENERAL 10PK	25302210	10	\$ 16.50	\$ 36.57	79104-4
DVD VIDEO/RW					
DVD-RAM Video 120 Min Disc Single	25422041	5	\$ 8.00	\$ 17.00	80101-0
DVD-RAM Video 90 Min Disc 3pk	25422043	10	\$ 21.00	\$ 48.75	80101-1
DVD-RW Gen 4.7GB/120 Min 5pk Disc HT	25422001	5	\$ 8.00	\$ 7.00	80101-2
DVD-RW Gen 4.7GB/120 Min 5pk	25422005	10	\$ 16.00	\$ 35.00	80101-3
DVD-RW Gen 4.7GB/120 Min Single HT	25422071	10	\$ 3.00	\$ 7.00	80101-4
DVD-RW Gen 4.7GB/120 Min 5pk	25422075	10	\$ 16.00	\$ 35.00	80101-5

**NOTE: PLEASE CHECK WITH REGIONAL MANAGER FOR AVAILABILITY

2.39 PM 2/23/2004

Page 1 of 2

CONFIDENTIAL
FULL LINE
DATA STORAGE GROUP
PRICE LIST

Effective January 1, 2004

maxell

Expanding Memory & Mobility ►

Effective January 2004

DATA STORAGE

ITEM #	UPC CODE	MODEL	PRODUCT DESCRIPTION	CARTON QUANTITY	SRP
FLOPPY DISKS					
R 556423	55649-4	MF2-HD PC Fmt 10PK	3.5" High Density-PC Format	10	\$ 4.00
R 556455	55643-2	MF2-HD MAC Fmt 10PK	3.5" High Density-MAC Format	10	\$ 4.00
R 556437	55602-3	MF2-HD Color PC Fmt 10PK	3.5" High Density-PC Format	10	\$ 12.00
R 556547	55695-1	MF2-HD PC Fmt 30PK	3.5" High Density-PC Format	10	\$ 20.00
556684	55660-9	MF2-HD PC Fmt 50PK	3.5" High Density-PC Format	8	\$ 37.78
556508	55672-2	MF2-HD PC Fmt 100PK	3.5" High Density-PC Format		
4MM DDS DATA CARTRIDGES					
332010	33201-2	HS-4/80S	1.3GB/2.8GB	10/50	\$ 4.33
331910	33191-5	HS-4/90S	2.0GB/4.0GB	10/50	\$ 4.33
200110	20011-3	HS-4/120S	4.0GB/8.0GB	10/50	\$ 7.33
200110PK	20015-1	HS-4/120S 10PK	4.0GB/8.0GB	5	\$ 73.33
R 200025	20020-5	HS-4/125S	12.0GB/24.0GB	10/50	\$ 10.07
R 200025PK	20023-8	HS-4/125S 10PK	12.0GB/24.0GB	5	\$ 122.22
R 200028	20030-4	HS-4/160S	20.0GB/40.0GB	10/50	\$ 16.98
R 200028PK	20031-1	HS-4/160S 10PK	20.0GB/40.0GB	5	\$ 233.33
200200	20024-3	DAT 72	36.9GB/72.0GB	10/60	\$ 53.33
180990	18091-2	HS-4/CL	up to 40 cleanings	10/60	\$ 10.56
8MM DATA CARTRIDGES					
180710	18071-4	HS-8/112	2.5GB/5.0GB	10/50	\$ 6.44
200910	20091-5	HS-8/140	7.0GB/14.0GB	10/50	\$ 11.44
180502	18051-8	HS-8/CL	up to 20 cleanings	10/60	\$ 17.78
1/2" TAPE CARTRIDGES					
R 183670	90940-5	DLT III	10GB/20GB	10/20	\$ 69.58
R 183670PK	90917-7	DLT III 20PK	10GB/20GB	1	\$ 1,301.29
R 183670	90941-2	DLT IIICT	15GB/30GB	10/20	\$ 75.47
R 183670PK	90918-4	DLT IIICT 20PK	15GB/30GB	1	\$ 1,509.16
R 183270	90942-9	DLT IV	40GB/80GB	10/20	\$ 87.60
R 183270PK	90947-4	DLT IV 20PK	40GB/80GB	1	\$ 1,352.00
183770	90943-8	DLT Cleaning Tape III	up to 20 cleanings	10/20	\$ 64.44
183300		DLT BarCode Label	Custom BarCode Label	10/20	\$ -
R 183700	90944-3	Super DLT tape I	160GB/320GB	10/20	\$ 150.44
R 183700PK	90940-1	Super DLT tape I 20PK	160GB/320GB	1	\$ 3,008.89
183715	90949-8	Super DLT tape II	300GB/600GB	10/20	\$ -
183710	90946-7	SDLT Cleaning Tape	up to 20 cleanings	10/20	\$ -
183320		SDLT BarCode Label	Custom BarCode Label	5/20	\$ 85.38
R 183800	62450-6	LTO Ultrium 1	100GB/200GB	1	\$ 1,707.56
R 183800PK	62452-0	LTO Ultrium 1 20PK	100GB/200GB	5/20	\$ 121.76
183804	62454-4	LTO Ultrium 1 Universal Cleaning Tape	18 - 20 cleanings	5/20	\$ 197.29
R 183850	62451-3	LTO Ultrium 2	200GB/400GB	1	\$ 3,945.78
R 183850PK	62455-1	LTO Ultrium 2 20PK	200GB/400GB	5/20	\$ -
183310		LTO Ultrium BarCode Label	Custom BarCode Label		

BIO ITEM

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DATA STORAGE

ITEM#	UPC CODE 0-25215-	MODEL	PRODUCT DESCRIPTION	CARTON QUANTITY	SRP	
5.25" OPTICAL DISKS						
For use with ISO/ANSI Standard Drives			5.2GB - 2048b/s	5/50	\$	87.00 \$
590910	62113-0	MA192-S2 WO				
For use with Hitachi Drives			1.7GB - 512 b/s	5/50	\$	170.00 \$
621010	62100-0	OC152-S1 WO				
For use with ISO/ANSI Standard Drives			1.2GB - 512 b/s	5/50	\$	43.89 \$
622310	62230-4	MA132-S1	2.6GB - 1024 b/s	5/50	\$	53.33 \$
624010	62400-1	MA172-S0	2.3GB - 512 b/s	5/50	\$	53.33 \$
624110	62410-0	MA172-S1	4.8GB - 1024 b/s	5/50	\$	87.00 \$
590410	62404-0	MA192-S0	4.1GB - 512 b/s	5/50	\$	87.00 \$
590610	62403-2	MA182-S1				
For use with Hitachi Drives			644MB - 1024 b/s, plastic	5/50	\$	285.00 \$
622712	30970-1	OC112				
3.5" OPTICAL DISKS						
622010	62200-7	MA-M230	230MB - 512 b/s	5/100	\$	12.00 \$
622050	62202-1	MA-M230 DOS FRMT	230MB - 512 b/s	5/100	\$	12.00 \$
624610	62300-4	MA-M540	538MB - 512 b/s	5/100	\$	18.11 \$
624510	62310-3	MA-M540	643MB - 2048 b/s	5/100	\$	18.89 \$
CD-RECORDABLE DISCS						
			48X			
648101	62560-2	CD-R 650 Slim Case	650MB CD-Recordable	10/100	\$	1.00 \$
648110	62561-8	CD-R 650 10PK Slim Case	650MB CD-Recordable	10	\$	10.00 \$
R 648150	62562-6	CD-R 650 50PC SPINDLE	650MB CD-Recordable	4	\$	30.00 \$
R 648100	62563-3	CD-R 650 100PC SPINDLE	650MB CD-Recordable	4	\$	57.78 \$
R 648711	62564-0	CD-RP 700 Slim Case	700MB CD-R/Printable Silver Matte	10/100	\$	1.00 \$
R 648721	62565-7	CD-RPW 700 Slim Case	700MB CD-R/Printable White	10/100	\$	1.00 \$
R 648731	62566-4	CD-RB 700 Slim Case	700MB CD-R/Blank Shiny Gold	10/100	\$	1.00 \$
R 648741	62567-1	CD-RBS 700 Slim Case	700MB CD-R/Blank Shiny Silver	10/100	\$	1.00 \$
R 648710	62568-8	CD-RP 700 100pc Bulk Spindle	700MB CD-R/Printable Silver Matte	4	\$	70.00 \$
R 648720	62569-5	CD-RPW 700 100pc Bulk Spindle	700MB CD-R/Printable White	4	\$	70.00 \$
R 648730	62563-4	CD-RB 700 100pc Bulk Spindle	700MB CD-R/Blank Shiny Gold	4	\$	70.00 \$
R 648740	62564-1	CD-RBS 700 100pc Bulk Spindle	700MB CD-R/Blank Shiny Silver	4	\$	70.00 \$
R 648201	62570-1	CD-R 700 Slim Case	700MB CD-Recordable	10/100	\$	1.00 \$
R 648205	62571-8	CD-R 700 5PK Slim Case	700MB CD-Recordable	5	\$	5.00 \$
R 648210	62572-5	CD-R 700 10PK Slim Case	700MB CD-Recordable	10	\$	10.00 \$
R 648225	62573-2	CD-R 700 25PC SPINDLE	700MB CD-Recordable	5	\$	16.67 \$
R 648220	62574-9	CD-R 700 COLOR 25PC SPINDLE	700MB Color CD-Recordable	5	\$	16.67 \$
R 648235	62575-6	CD-R 700 30PK Slim Case	700MB Color CD-Recordable	5	\$	30.00 \$
R 648230	62298-0	CD-R 700 Color 30PK Slim Case	700MB Color CD-Recordable	4	\$	30.00 \$
R 648250	62576-3	CD-R 700 50PC SPINDLE	700MB Color CD-Recordable	4	\$	30.00 \$
R 648251	62577-0	CD-R 700 COLOR 50PC SPINDLE	700MB Color CD-Recordable	4	\$	30.00 \$
R 648200	62578-7	CD-R 700 100PC SPINDLE	700MB CD-Recordable	4	\$	57.78 \$
R 648405	62550-3	CD-Rpro 700 5PK Standard Case	700MB CD-Recordable	5	\$	7.44 \$
R 648410	62551-0	CD-Rpro 700 10PK Standard Case	Professional Grade 700MB CD-Recordable	10	\$	13.78 \$
R 648425	62552-7	CD-Rpro 700 25PC SPINDLE	Professional Grade 700MB CD-Recordable	5	\$	31.11 \$
3" Mini CD-R Discs						
623705	62530-8	Mini CD-R 5pk Slim Case	210MB Mini CD-Recordable	5	\$	6.57 \$
623700	62538-1	Mini CD-R 10pk Slim Case	210MB Mini CD-Recordable	10	\$	10.57 \$
CD-REWRITABLE DISCS						
			1 TO 4X			
630010*	62360-8	CD-RW 650 Slim Case	650MB CD-Rewritable	10/100	\$	1.44 \$
630020*	62284-8	CD-RW 650 25PK SPN	650MB CB Rewritable	4	\$	28.11 \$
630030*	62361-5	CD-RW 650 3PK Slim Case	650MB CD-Rewritable	10	\$	4.56 \$
630011*	62367-7	CD-RW 650 10PK Slim Case	650MB CD-Rewritable	10	\$	13.78 \$
			4 to 12X			
630020*	62369-1	CD-RW High Speed Standard Case	650MB High Speed CD-Rewritable	10/100	\$	2.58 \$
630026*	62481-0	CD-RW High Speed 5PK Standard Case	650MB High Speed CD-Rewritable	10	\$	12.78 \$

* Transferring to 700 MB

DATA STORAGE

Effective January 2004

DVD RECORDABLE DISCS

ITEM #	UPC CODE	MODEL	PRODUCT DESCRIPTION	CARTON QUANTITY	SRP
DVD - R WRITE ONCE					
R 635041	62543-6	DVD-R47 General	4.7GB DVD-R For General Use	5/50	\$ 3.33 \$
R 635042	62590-8	DVD-R47 General 5PK	4.7GB DVD-R For General Use	5	\$ 16.67 \$
R 635045	62590-0	DVD-R47 General 10PK	4.7GB DVD-R For General Use	5	\$ 33.33 \$
N 635048	62622-7	DVD-R 20PK J/C	DVD-R 4.7	4	\$ 66.67 \$
N 635035	62422-3	DVD-R 15PK SPN	DVD-R 4.7 GB Spindle	6	\$ 44.44 \$
N 635052	62761-3	DVD-R 25PK SPN	DVD-R 4.7GB Spindle	6	\$ 73.33 \$
R 635128	62592-3	DVD-RPW47	DVD-R 4.7GB Printable White Matte	5/50	\$ 3.78 \$
R 635027	62503-9	DVD-R SS	DVD-RSS 4.7GB General Use	5/50	\$ 3.78 \$
R 635028	62506-0	DVD-R TW	DVD-RTW 4.7GB General Use	5/50	\$ 3.78 \$
R 635129	62593-0	DVD-RPW47 GEN 50pc-SPN	DVD-R 4.7GB Printable White Matte	4	\$ 164.44 \$
R 635127	62595-4	DVD-RSS47 GEN 50pc-SPN	DVD-R 4.7GB Printable Shiny Silver	4	\$ 164.44 \$
R 635128	62594-7	DVD-RTW47 GEN 50pc-SPN	DVD-R 4.7GB Printable Shiny White	4	\$ 164.44 \$
635016	62393-6	DVD-R47 Authoring	4.7GB DVD-R For Authoring	5/50	\$ 20.56 \$
635016	62500-8	DVD-RPW Authoring	4.7GB DVD-R Authoring/Printable White	5/50	\$ 26.67 \$
635017	62502-2	DVD-RSS Authoring	4.7GB DVD-R Authoring/Blank Shiny Silver	5/50	\$ 26.67 \$

DVD + R WRITE ONCE

R 634030	62442-1	DVD+R	4.7GB DVD+R	5/50	\$ 3.33 \$
R 634030	62590-3	DVD+R 3PK	STD JEWEL	5	\$ 10.00 \$
R 634032	62443-8	DVD+R 5PK	4.7GB DVD+R	5	\$ 16.67 \$
R 634035	62581-7	DVD+R 10PK	4.7GB DVD+R	5	\$ 33.33 \$
R 634038	62596-1	DVD+R 20PK J/C	RECORDABLE DVD	4	\$ 66.67 \$
R 634028	62436-0	DVD+R 15PK SPN	RECORDABLE DVD	6	\$ 44.44 \$
R 634060	62751-4	DVD+R 25PK SPN	RECORDABLE DVD	6	\$ 73.33 \$

DVD-RAM REWRITABLE

636040	62384-3	DVD-RAM47	4.7GB (single sided) Cartridge	5/50	\$ 18.11 \$
636070	62418-6	DVD-RAM47 Disc	4.7GB Disc in Jewel	5/50	\$ 13.33 \$
636073	62417-9	DVD-RAM47 Disc 3PK	4.7GB Disc in Jewel	5	\$ 40.00 \$
636071	62548-0	DVD-RAM47 5PK	4.7GB Disc in Jewel	5	\$ 66.67 \$
636045	62395-0	DVD-RAM47	9.4GB (double sided) Cartridge	5/50	\$ 27.78 \$

DVD-RW REWRITABLE

R 635114	62544-2	DVD-RW47	4.7GB DVD-RW Disc	5/50	\$ 7.33 \$
R 635123	62585-5	DVD-RW47 3PK	4.7GB DVD-RW Disc	5	\$ 22.00 \$
R 635125	62598-2	DVD-RW 5PK		5	\$ 36.67 \$

DVD+RW REWRITABLE

R 634012	62584-8	DVD+RW	4.7GB DVD+RW Disc	5/50	\$ 7.33 \$
R 634043	62587-8	DVD+RW 3PK	4.7GB DVD+RW Disc	5	\$ 22.00 \$
R 634045	62588-5	DVD+RW 5PK		5	\$ 36.67 \$

ATTACHMENT E

Index Price Documents
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